thrivent

PRODUCER COMPLIANCE GUIDE
for
INDEPENDENT INSURANCE PRODUCERS

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Who We Are

At Thrivent, we believe money is a tool and not a goal. Driven by a higher purpose at its core. Thrivent is a Fortune 500 financial services organization offering holistic, purpose-based advice, investments, insurance, banking, and generosity solutions. For over a century, the organization has helped people meet their financial goals and lead lives of service and faith. Thrivent was founded in 1902 as a membership-owned fraternal organization serving the Lutheran community and has evolved over time to serve all Christians.

Thrivent has a longstanding belief in three core ideals that still guide it today: everything we have is a gift from God; we are called to be good stewards of the gifts we've been given; and generosity is an expression of faith. Thrivent clients feel strongly that these beliefs should be handed down to the generations to come. Thrivent members are united by Christian faith. And through its for-profit subsidiaries, Thrivent offers planning, investment, and banking products to all people.

Thrivent is member-owned and puts members and the Advisors who serve them, not shareholders, at the heart of our decision-making. Thrivent is organized under the laws of the State of Wisconsin and complies with Internal Revenue Code Section 501(c)(8). Thrivent is licensed to sell insurance in all 50 states and the District of Columbia. As Thrivent has no shareholders, it is operated for the benefit of its membership. Thrivent's unique business model enables a client-focused, long-term view, and the investments Thrivent makes help individuals, and their communities thrive. Thrivent is uniquely positioned in the industry, helping people build their financial futures and live more generous lives, a compelling intersection of financial solutions and generosity.

Financial Strength & Reputation

Who you work with says a lot about what's important to you.

See how we rate. Thrivent has been named Fortune magazine's Fortune 500 list since 1994. As a not-for-profit organization, we're proud to be listed alongside some of the largest companies across the country on a consistent basis.

For more than 20 years, Thrivent has earned the highest possible rating from AM Best, an independent insurance ratings agency. This rating reflects Thrivent's overall strength and stability and gives our clients confidence that we'll be here when they need us most. In 2026 Thrivent also received ratings from S&P Global (AA+ Very Strong) and Moody's (Aa2 Excellent).

For the 15th consecutive year, Thrivent has been named by Ethisphere as one of the "World's Most Ethical Companies". Thrivent earned this recognition because of our strong culture of business ethics and integrity. Thrivent is one of only six financial services companies on this year's list, which recognizes organizations around the world for best-in-class ethics and compliance programs. We've been recognized since 2012. Ethisphere Institute is an independent center of research promoting best practices in corporate ethics and governance.

What is a Fraternal Benefit Society?

U.S. State Law and Federal Internal Revenue Code 501(c)(8), require fraternal benefit societies to:

1. Have a fraternal and benevolent purpose, shown by substantial volunteer activity of its membership and lodge.
2. Have a common bond among its membership. For Thrivent, the common bond among our members is Christianity.
3. Operate under a lodge system, which is a grassroots governance model. At Thrivent, these lodges are called Thrivent Member Networks.
4. Provide for the payment of life, sickness, accident, or other benefits.

Thrivent clients with membership also have a voice in how our company is governed, by electing the national and/or regional Thrivent Member Network boards depending upon the class of membership (benefit vs. associate).

Thrivent empowers lives of service and faith. It amplifies the generosity of its members and workforce. Our programs put resources into their hands enabling them to give and serve in their communities supporting the organizations and causes that matter most to them. Fraternal benefit societies are subject to many of the same regulations as commercial carriers, as well as some additional regulations that are unique to fraternals.

 **Please carefully review the *Important Information* Section of this Guide.**

Important Information

Thrivent is a Fraternal Benefit Society

Fraternal Benefit Societies differ from commercial carriers in many ways, including how they are regulated and how they operate.

Articles of Incorporation and Bylaws

Thrivent's Articles of Incorporation and Bylaws are a part of, and are included in, every Thrivent contract. Thrivent's Articles of Incorporation and Bylaws can be found here.

Membership

As a fraternal benefit society, Thrivent is owned by clients with membership, not by stockholders. Thrivent has three types of memberships: Benefit, Associate and Youth. An explanation regarding each type of membership is included in Section VI of Thrivent's Articles of Incorporation.

Contract Provisions

Consistent with Section 4 of the Bylaws, the certificate of membership and insurance, together with any riders or endorsements attached to it, the application, the declaration of insurability (if any) signed by the applicant, the Articles of Incorporation and Bylaws and all amendments to them, constitute the entire contract. Any subsequent changes to the articles of incorporation or bylaws shall be binding upon the applicant benefit member ("herein referred to as 'client'"), contract owner, beneficiaries and other persons affected, and shall govern and control in all respects, except that no changes shall destroy or diminish benefits promised in the contract when it was issued.

Beneficiary Designations

Consistent with Section 5 of the Bylaws, there are important restrictions regarding who may be designated as a beneficiary on a Thrivent contract. Not all relationships will meet these requirements. A beneficiary may include the member, family members (by blood, marriage, or adoption), dependents, foster parents, or a fiancé(e). The estate may also be named where allowed by law. With company approval, beneficiaries may include charitable, religious, educational, or qualifying nonprofit organizations, as well as other entities with a legitimate interest in the client. Life settlement companies generally cannot be named as beneficiaries. Any beneficiary designation must ultimately benefit the client, their family, or their dependents. If state law restricts beneficiary types, those legal limits will control.

Fraternal Contracts – Dispute Resolution

Consistent with Section 11 of the Bylaws, disputes involving Thrivent's fixed insurance products are subject to the Society's Member Dispute Resolution Program (MDRP). If a client, insured, owner, or

beneficiary is dissatisfied with the resolution of a complaint, the individual may only pursue a claim through the MDRP.

The MDRP has three phases: Appeal, Mediation, and (binding) Arbitration. There is no cost to the client to participate in this efficient, cost-effective program; however, if a client chooses to seek the advice of counsel, tax advisor, etc., doing so would be at the client's expense. The administrative expenses associated with the program, including the cost of external mediators and/or arbitrators, are paid by the Society, not the client.

Fraternal Contracts – Maintenance of Solvency

As a fraternal benefit society, Thrivent is exempt from participation in state guaranty associations and cannot be assessed for the insolvency of any insurance company or other fraternal benefit society. In the event a fraternal benefit society becomes impaired, its clients ARE NOT covered by any state guaranty fund. On the contrary, like other fraternal benefit societies, Thrivent's board may require that benefit clients with membership pay the Society an equitable amount to eliminate the deficiency, consistent with Section 9 of the Society's Bylaws.

Introduction

Thrivent expects its producers to act in an ethical manner. This means conducting business in accordance with the spirit and the letter of the law. Thrivent is a membership organization of Christians, and our members are our owners. This means our leaders and governing body work in the interest of our membership – not third-party shareholders, like publicly traded companies.

We are providing you with this Producer Compliance Guide (Guide) as a reference for regulatory requirements, Thrivent policies and best practices. You should read it carefully. Any documents referenced are considered part of the Guide. This is not an all-inclusive compilation of your responsibilities, nor is it intended to replace any compliance guide you may have received from other insurers, broker-dealers, or agencies you are affiliated with. This Guide is also not intended to address all individual state requirements and all federal requirements regarding your responsibilities as a licensed producer. While this Guide is updated at least annually, each producer is responsible for being aware of, and complying with, ever-changing regulatory requirements in states where business is conducted.

Failure to act in accordance with this Guide may result in disciplinary action by Thrivent up to and including termination of your relationship with Thrivent. Please review the content of this Guide thoroughly and utilize the information in your daily practice.

Our clients are at the center of Thrivent. We trust you not only to do the right things, but also to do what's right for our clients. Accordingly, your business with Thrivent and its clients must be conducted in a fair, honest, and ethical manner.

For questions related to the Producer Compliance Guide, you may contact us at BoxBDIAOpsSupport@thrivent.com or (612) 844-5223

Licensing and Appointment

All states have laws that require persons engaged in the business of selling insurance products to be licensed, including several states which require a fraternal license. Most states also require producers to be "appointed" by an insurance company to sell products. Producers who are not properly licensed, appointed, and trained to solicit, sell, or recommend Thrivent products will be required to re-solicit the product application after being properly licensed, appointed, and trained. Producers could also be subject to disciplinary action for failure to timely fulfill these requirements, up to and including termination.

Licensing

Producers are responsible for obtaining and maintaining licenses in all jurisdictions where they sell Thrivent products. This includes having all lines of authority associated with the product type being solicited or replaced. This also includes complying with all continuing education, insurance company provided product training, and any other training required by the jurisdiction and insurance company.

In addition, producers working with Thrivent, are required to have a fraternal license if selling in Connecticut, Delaware, Massachusetts, and New Mexico.

Appointment

Producers must be appointed by Thrivent as required by applicable state laws. State law varies on the need for and appropriate timing of appointment. Thrivent may choose to accept or deny any appointment request.

Background Investigation

During the contracting and appointment process, each Producer will undergo a background investigation. Thrivent may periodically refresh background investigations after contracting and appointment. If Thrivent receives information in the course of these investigations that would cause a Producer to be denied, all relationships will be terminated. For producers affiliated with a firm that has a selling agreement with Thrivent, Thrivent may rely on the entity's background check.

Registered Products

If you sell or solicit variable products, you must be affiliated with a registered broker-dealer that has a selling agreement with Thrivent in order to solicit the sale of our variable products. You may only solicit or sell those products authorized in the selling agreement between Thrivent and your broker-dealer.

You must be licensed as an insurance producer and comply with any state securities registration requirement for the state in which you are soliciting or selling variable products. You must hold an appropriate FINRA registration. For specific information on a particular FINRA or state securities registration requirement, please contact your broker-dealer.

Registered Product as a Funding Source

In certain states, in order to recommend the liquidation of specific investments or identify specific investments that could be used to fund an annuity or life insurance product, you must maintain the appropriate securities registration requirement in the state(s) where you will be making the recommendation for liquidation.

Knowledge and Education

Producers representing Thrivent must have a thorough and complete understanding of the products and services they solicit and sell. Producers must also meet regulatory educational requirements for topics such as anti-money laundering, privacy, and standard of care.

Thrivent makes various resources available to its producers to support their educational needs. These materials include, but are not limited to:

- Field guides for Thrivent products;
- At-a-glance product information;
- Product brochures;
- Marketing materials;
- Illustrations; and
- Instructional materials.

Producers must:

- Understand the product features, fees, expenses, benefits, contract provisions, and limitations of Thrivent's products;
- Understand Thrivent's membership eligibility and membership benefits;
- Meet Thrivent and regulatory product standard care standards; and
- Satisfy in a timely manner all regulatory requirements regarding education, to include such topics such as anti-money laundering (AML), privacy, standard of care, ethics, producer product training, and continuing education.

If you will be selling an annuity product, please review the "Annuity Training and Standard of Care" section of this guide.

State Regulations

Due to varying state regulations, it is essential for all licensed producers to understand and comply with the specific rules of each state in which they are authorized to sell products. Failure to adhere to these requirements may result in regulatory issues, rejection of applications, termination of appointment, and/or loss of licensure. Always verify state-specific guidelines before conducting business.

Standard of Care

Producers must know and comply with all applicable training and information collection requirements and make recommendations in the best interest of the client for the sale of Thrivent products. If registered with Thrivent Investment Management Inc. ("TIMI") you must also comply with any standard of care or best interest guidelines applicable to fixed products.

Annuity Training and Standard of Care

While some annuities can be more complex products to understand, they can also be a critical component of a client's retirement saving or income distribution strategy. Producers must complete all applicable training and make recommendations in the best interest of the client. Before soliciting an application for an annuity product, the producer must complete: (1) general state annuity training requirement(s), if applicable; (2) Thrivent product-specific training; and (3) review the applicable standard of care.

Training

The majority of states require that producers "... have adequate knowledge of the product to recommend the annuity..." and be "...in compliance with the insurer's standards for product training."

The annuity training requirements focus on three areas:

1. General Annuity Product Training: Producers must complete state-required training prior to soliciting an application in that state.
2. Insurer's Annuity Product Training: Producers must complete Thrivent's annuity product training and fully understand product features, benefits, costs/charges, limitations, payout options, liquidity (or lack of liquidity), etc. Thrivent requires producers to complete Thrivent product training in all states, not just in states that have adopted the Model Regulation. Training must be completed before soliciting or taking an application for an annuity.
3. Insurers Standard of Care Requirements: Producers must be educated on and understand Thrivent's requirements.

Standard of Care Requirements

Producers representing Thrivent should make recommendations that are in the best interest taking into consideration the client's or prospect's unique financial situation and needs, and after providing a complete and balanced presentation. Please also know Thrivent prohibits a producer from dissuading a client from truthfully responding to an insurer's request for information, filing a complaint, or cooperating with an investigation.

Thrivent requires producers to obtain "...information that is reasonably appropriate to determine the suitability of a recommendation," including the following:

1. Age;
2. Annual income;
3. Financial situation and needs, including the financial resources used for the funding of the annuity;
4. Insurance needs;
5. Financial experience;
6. Financial objectives;
7. Intended use of the annuity;
8. Financial time horizon;
9. Existing assets, including investment annuity, and insurance holdings;
10. Liquidity needs;
11. Liquid net worth;
12. Risk tolerance, including but not limited to, willingness to accept non-guaranteed elements in the annuity;
13. Tax status;
14. Existing policies or contracts previously sold by the same producer, to the same client. (Massachusetts state requirement.)

Make Recommendations in the Client's Best Interest

Thrivent requires producers, to have reasonable grounds for believing that the recommendation is in the best interest for the client on the basis of the facts disclosed by the client as to their investments and the other insurance products and as to their financial situation and needs, including the client's information, and that there is a reasonable basis to believe all of the following:

1. The client has been reasonably informed of various features of the annuity, such as the surrender period and surrender charge, potential tax penalty if the client sells, exchanges, surrenders or annuitizes the annuity, mortality and expense fees, investment advisory fees, potential charges for and features of riders, limitations on interest returns, insurance and investment components, and market risk;
2. The client would benefit from certain features of the annuity, such as tax-deferred growth, annuitization, or death or living benefit;
3. The annuity, the underlying subaccounts to which funds are allocated at the time of purchase or exchange of the annuity, and riders and similar product enhancements, if any, are suitable (and in the case of an exchange or replacement, the transaction is suitable) for the client based on their standard of care information; and
4. In the case of an exchange or replacement of an annuity, the exchange or replacement is suitable including taking into consideration whether:
    a. Client will incur a surrender charge, be subject to the commencement of a new

surrender period, lose existing benefits (such as death, living or other contractual benefits), or be subject to increased fees, or charges for riders and similar product enhancements;

b. The client would benefit from product enhancements and improvements; and
c. The client has purchased, exchanged, or replaced another annuity within the preceding 36 months (60 months in California and Minnesota).

Note: Regulators have expressed concern regarding recommendations involving the movement of funds from a deferred annuity product to an immediate annuity or other payout product. Such recommendations must include documentation to support why the transaction is more advantageous to the client than annuitizing the existing deferred annuity product and a like-to-like illustration showing annuitization of the deferred annuity.

For each new annuity sale, complete the Suitability Information (20680) form. The form collects information necessary to document the client's financial situation. The form also helps provide you with a record of your recommendation as required.

If the client refuses to provide any of the information, Thrivent requires that you obtain a signed statement from the client, acknowledging their refusal of the information. Since Thrivent must also make a best interest determination regarding each new sale recommendation, incomplete information can result in a decline of the case.

Other Required Disclosures and Forms

In addition to completing the Suitability Information (20680) Form, please also be aware of the following:

- Replacements: If your recommendation will result in the replacement of another annuity or life insurance product, additional replacement requirements must be met. ("Replacements—Life and Annuity" section of this Guide).
- Asset Transfers: If the new annuity sale will result in the movement of assets from an existing annuity, mutual fund, or brokerage account, you must also complete Thrivent's Asset Transfer Disclosure Form (50133).
- Client Disclosure: You must provide the client with a copy of the appropriate annuity product disclosure document prior to or at the time of recommendation. Use the document as a guide to thoroughly explain the product to the client. The document is required even when other client disclosures are used (i.e., illustrations, contract summaries, etc.).
- Client Contact: Please know that Thrivent's suitability review process may include home office contact with select applicants as part of the routine suitability process.

Suitability of Life Insurance Sales

Producers representing Thrivent should make recommendations that are appropriate when taking into consideration the client's or prospect's unique financial situation and needs, and after providing a complete and balanced presentation. Individuals purchasing life insurance must have a need for the death benefit protection provided by the life insurance product recommended. Your recommendation of a life insurance product to a client or prospect must take into consideration several factors including, but not limited to:

- The need for death proceeds/life insurance—there must be a need for life insurance coverage.
- The amount of coverage needed.
- The duration for which the coverage is needed.
- The type of coverage that is most appropriate (e.g., term vs. permanent insurance).
- The existing coverage the applicant may have.
- The client's ability to afford the premiums at issue and long term.
- The client's understanding of the products, features, benefits & costs.
- The appropriateness of any riders.
- Whether the sale will involve a replacement (refer to the Replacements–Life and Annuity in this Compliance Guide).

Total Premiums and Large Premium Payments

The total premium paid for all life insurance in force for a household should not exceed 20% of the household's after-tax income. A large lump-sum or single premium payment should be less than 25% of the applicant's liquid net worth (cash, certificates of deposit, mutual funds, etc.). Using more than 25% of assets could be considered an investment rather than life insurance.

Multiple Contracts on the Same Life

Generally, it is not suitable to purchase multiple contracts of the same type, at the same time, on the same life when one larger contract could be purchased. The applicant usually pays increased costs for multiple insurance contracts. Additionally, an applicant should be made aware of the opportunity to increase coverage with an existing contract if that option exists.

Rated Contracts

In situations where there is a policy rating, it may not be suitable or in the applicant's best interest to purchase life insurance unless special circumstances exist. Additionally, make sure the applicant is completely aware of the effect any rating will have on the cost of the contract and the impact on contract values over time.

Documentation

Documentation of the recommendation is required. As a best practice, your documentation should include what was discussed regarding the product(s) recommended, how the insurance need (type of coverage and amount) was determined, information regarding any alternatives that were discussed, advertising materials and illustrations provided or used, and other information you feel may be appropriate to capture in your records. Also, you should meet Thrivent's standards of practice by not including anything in a client file that is derogatory or negative in nature. Should a question or dispute surface in the future, having complete documentation supporting the sale is necessary and aids in the complaint resolution process, if any. Complaints that involve allegations of unsuitable sales or misrepresentation may result in Client Relations (the unit that manages client and regulatory complaints) contacting you to obtain specific information regarding the sale. Additionally, insurance regulators occasionally contact producers directly when working to resolve client disputes. Thorough and accurate documentation will help you in the event of a future client dispute.

Other Required Disclosures and Forms

In addition to completing the Suitability Information (34829 for whole life, universal life, and term for New York only) Form, please also be aware of the following:

- Replacements: If your recommendation will result in the replacement of another annuity or life insurance product, additional replacement requirements must be met. When recommending a replacement from an external company and projections are unavailable for the 512NYA (for New York only), complete the Replacement Evaluation Form (14711) to satisfy requirements at the time of the recommendation. ("Replacements—Life and Annuity" section of this Guide).
- Representative's Information Form (29927) has been updated and is required with all new life applications. When recommending an unscheduled UL premium or LPO greater than or equal to 10,000 the Life Suitability Information Form (34829) is required for New York only.
- Consumer Disclosure: You must provide the client, at point of sale, with a copy of the appropriate life product disclosure document prior to or at the time of recommendation. Use the document as a guide to thoroughly explain the product to the consumer. The document is required even when other client disclosures are used (i.e., illustrations, contract summaries, Financial Professional Compensation Disclosure (26903), etc.).
- Consumer Contact: Please know that Thrivent's suitability review process may include home office contact with select owners as part of the routine suitability process.

New York Regulation 187

The New York Department of Financial Services (NY DFS) has adopted an amended Suitability and Best Interest in Life Insurance and Annuity Transactions regulation (Regulation 187), which applies to annuity contracts delivered or issued in New York.

This regulation establishes standards of conduct that producers must act in a competent and

trustworthy manner. Any transaction must be in the best interest of the client and appropriately address the insurance needs and financial objectives of the client at the time of the transaction.

Regulation 187 requires industry training for sales of annuity and life products. Approved training is available through various providers, with some offering CE credit. Proof of training will be required. Thrivent product training is also required. You are expected to make use of product overview materials and other available Thrivent resources to educate yourself on product features and costs. Thrivent will request annual certification of compliance with Regulation 187 training requirements.

When selling a life insurance or annuity product in New York, you must collect suitability information, disclose to the client the considerations and rationale for your recommendation, inform the client of product features and costs, and of your compensation for such a sale. Thrivent product application forms support collection of relevant information. You must make and document appropriate disclosure to the client and will be asked to annually certify to compliance, both for new sales and for in-force transactions.

Replacements

Producers must comply with all state regulatory requirements and ensure any replacement recommendations are in the best interest of the client after providing full and balanced information specific to what the client would be giving up, what the client would be purchasing, and any penalties for early withdrawal the client may incur.

It is Thrivent's position that any existing insurance or annuity contract owned by a client is appropriate, suitable, and meets the client's needs and goals, unless there has been a significant change in circumstance. Generally, where there is still a need for insurance, there is little benefit to drop or change existing contracts in favor of new or increased contracts whether issued by the same or a different insurer.

Life and Annuity Replacements

Thrivent applies the National Association of Insurance Commissioners' (NAIC) definition which has been adopted by several states of a "financed purchase" and a "replacement" except where specific state law provides for a higher standard (in which case, that standard is applied).

The following transactions are considered replacements:

- Life or life rider to life or life rider
- Life or life rider to annuity
- Annuity to annuity
- Annuity to life or life rider

Note: Annuities held by noninsurance companies are insurance contracts and subject to replacement regulations.

Internal vs. External Replacements

The following scenarios differentiate an external replacement from an internal replacement:

- External replacements: A Thrivent policy or contract replacing another company's policy or contract (i.e., the current company is a life insurance or annuity company).
- Internal replacements: A Thrivent policy or contract replacing an existing Thrivent policy or contract.

Standard of Care Considerations

A policy or contract that has been in existence for a period of time has certain advantages:

- The premium rate may be lower for similar insurance coverage (related to the client's younger age or better health status when the existing contract was issued).
- The contestable and suicide clauses may have expired on the existing contract.
- There may be options available that are not included in the new policy or contract such as a Guaranteed Purchase Option, a Disability/Premium Waiver rider, or an accelerated death benefit rider.
- The existing contract may allow modifications rather than purchasing a new contract.

You are responsible for analyzing why a replacement is in the best interest of the client. You must document the best interest rational for any replacement, including evaluating not replacing the contract. If you are unsure if the situation is a replacement, treat it as a replacement. If the replacement forms do not accompany the application, a **new application may be required.** It is your responsibility to read and understand your individual state replacement regulations, especially the **duties of the producer.**

You must review and comply with all guidelines applicable under the "Standard of Care" section of this guide for any applicable replacement.

Potential Disadvantages of a Replacement.

There may be disadvantages associated with a replacement. Please review the list below carefully, along with the content regarding your responsibilities as a producer, when conducting a replacement. These potential disadvantages must be considered when making recommendations to clients and must be disclosed to the client if a replacement transaction is recommended:

- Decrease/surrender charges on the existing contract.
- Effect of any new surrender charge schedule on the new contract.
- Evidence of insurability with the potential for less favorable rates.
- Effect of any new contestable and suicide periods on the new contract.
- Front-end loads or sales charges on the new contract.
- Liquidity of the new contract compared to the old contract.
- Tax treatment of the surrender, exchange, or any outstanding contract loans.
- Cost and fees of each contract.
- Amount of coverage.
- Duration of premiums for each contract.
- Comparison of cash values under the old and new contracts.
- The cost and effect of borrowing from the existing contract.

Disability Income Replacements

Producers representing Thrivent must understand and comply with "replacement" requirements for disability income insurance, in the states with such requirements. Producers must ensure any replacement recommendations are in the best interest of the client after providing the client with full and balanced information specific to what the client would be giving up, what the client would be purchasing, to include the pros and the cons.

Long-Term Care Replacements

Producers representing Thrivent must understand and comply with "replacement" requirements for long-term care insurance, in the states with such requirements. Producers must ensure any replacement recommendations are in the best interest of the client after providing full and balanced information specific to what the client would be giving up, what the client would be purchasing, to include the pros and the cons.

Complaint Identification and Handling

The Definition of a Complaint

A complaint is any written communication expressing a grievance or dissatisfaction about Thrivent, its products, its services, its producers, or its sales practices, whether or not Thrivent or producers are at fault.

Complaint Handling

Written complaints having to do with Thrivent business, including efforts to sell or service such business and including complaints received via email, text or social media, must be forwarded to Client Relations via fax (920-393-2448), email: membercomplaints.mbrcmplt@thrivent.com, or mail (Thrivent, Client Relations, 4321 N. Ballard Rd., Appleton, WI 54919-0001) promptly; best practice is within 24 hours. Client Relations handles complaints involving market conduct and refers issues regarding company policies and procedures, underwriting and claims to the appropriate business area within the Operations Center for handling.

Upon receipt of the client's written complaint in the Operations Center, a response is provided to the client as soon as a thorough review is completed.

Thrivent is obligated to fully investigate and respond to all complaints received. Therefore, when requested to do so, you are required to provide Thrivent with all pertinent information within the time frame requested, specifically your actions and knowledge relating to the sale and maintenance of the client's account(s). Thrivent will provide you a copy of their response for your reference. All documentation including written responses related to written complaints are required to be kept on file at the home office.

Verbal complaints that do not involve sales practices, such as a client having difficulty understanding a statement or reporting a home office error, should be handled to the best of your ability. They do not need to be referred to Client Relations; do not direct clients to call Client Relations.

If you receive a verbal complaint that you cannot resolve quickly, discuss the issue with your up-line management. If the allegation is about another producer, do not assume any wrongdoing and remain neutral. Remember, there are two sides to every story.

If a complaint is posted to a social media site, respond to the person quickly and ask to take the discussion offline. Once you are offline, work to understand the complaint and immediately report it to Client Relations.

In the event Thrivent is unable to resolve a client complaint to the client's satisfaction, the client has the option of appealing the complaint resolution through Thrivent's Member Dispute Resolution Program (MDRP). Immediately report a complaint that has the potential to become an Errors & Omissions claim to your E&O carrier. They will have a time requirement from the date the complaint was first expressed, so do not hesitate, or wait until you or Thrivent can resolve the complaint since this may extend beyond your carrier's reporting requirement.

Your E&O carrier will need to be informed of Thrivent's Member Dispute Resolution Program as this controls how the complaint process is handled.

Registered Products

If you are selling Thrivent variable products, in addition to notifying Thrivent of all client complaints, you must also comply with the procedures for notifying your broker-dealer.

Advertising and Communications

Materials used to advertise Thrivent, its products or its services, or materials created with the intent to sell Thrivent's products must comply with state advertising content requirements and be approved by Thrivent prior to use.

Advertisements

As required by law, all advertisements, regardless of by whom written, created, designed, or presented, are the responsibility of the insurer, as well as the producer who created or presented the advertisement. Further, state regulations require that Thrivent establish and maintain a system of control over the content, form, and method of dissemination of all advertisements regarding the company or its products, or created with the intention to sell its products, and that Thrivent provide annual notice to its producers regarding the requirement and procedures for company approval prior to the use of any advertisements. A violation of Thrivent's advertising policy may result in disciplinary action and could potentially lead to termination of your appointment with Thrivent.

As a producer, materials you use to advertise Thrivent, its products or its services, or you/your practice as an appointed producer, or materials created with the intent to sell Thrivent's products must comply with state advertising content requirements and be approved by Thrivent prior to use.

All Thrivent materials must comply with the general advertising standards developed by insurance and securities regulators. Communications must be truthful, complete, clear, balanced, and fair.

"Broker-dealer use only", "Producer use only", "Financial Advisor use only" or "Financial Professional use only", or internal use only materials must not be shown to the public.

For advertising of variable products, you should also follow your broker-dealer's guidelines.

Additional Considerations for Annuities

With regard to annuity solicitations and advertising, care must be taken to ensure that representation regarding annuity products do not deceptively compare an annuity to a certificate of deposit. **The NAIC model regulation which has been adopted by several states on life and annuity advertising states:**

"....an advertisement shall not use as the name or title of an annuity contract any phrase that does not include the word "annuity" unless accompanied by other language clearly indicating it is an annuity. An annuity advertisement shall not refer to an annuity as a CD annuity or deceptively compare an annuity to a certificate of deposit." (Reference: Section 5.D.)

Use of Social Media, Texting and Email

Thrivent or its products and services may not be promoted using social media, email, or texting except in the circumstances outlined below.

Social Media

You may not use your social media pages, sites, or websites to promote Thrivent or Thrivent products.

If you are an advisor affiliated with Thrivent Advisor Network, LLC ("TAN"), please see the TAN policies for social media.

Texting

You may not use texting for Thrivent business purposes under any circumstances.

If you are an advisor affiliated with TAN, you should refer to the TAN policies for texting for business purposes.

Email

Email is permitted by Thrivent for business purposes only to communicate 1-to-1 with an individual client, prospect, or household. You may not use email for one-to-many communications.

Email may only be used with individuals with whom you have an established business relationship – meaning existing clients or prospects with whom you've had previous contact.

Marketing via Email:
You may not use email to solicit or market Thrivent products, programs, services, events, (including invitations) and activities, unless specifically requested by the client or prospect and appropriately licensed and appointed in the state where the client or prospect resides.

Email for Administrative Purposes:
No sensitive client information may be included in non-secure email. You must use secure email for messages that contain sensitive information.

For more information, refer to the Producer Security Protocols within the Privacy and Information Security Section of this Guide.

Other Social Media, Texting and Email Considerations

If a prospect or client inquires about Thrivent or its products or services via one of your social media sites, website, text, or email address, you must respond to the inquiry in person or via phone. Do not use social media, websites, texting or email to respond. Also, remember, if you receive a complaint via social media, website, text, or email, follow Thrivent's complaint handling process as explained in this Guide.

Use of Designations

Producers representing Thrivent may not utilize certifications or designations in a manner that may be misleading, refer to the applicable Thrivent policy and applicable state requirements.

Thrivent considers the misuse of a certification or designation to be dishonest and unethical. When representing Thrivent, the use of a certification or professional designation is expressly prohibited if it is used in a manner that may mislead a consumer or if it involves any of the following:

1. You have not actually earned, or you are not eligible to use such certification or designation;
2. Use of a nonexistent or self-conferred certification or professional designation;
3. Use of a certification or designation that requires ongoing continuing education if ongoing or continuing education requirements have not been met; or
4. Use of a certification or professional designation that was obtained from a designating or certifying organization that is primarily engaged in the business of instruction in sales or marketing or does not have reasonable continuing education requirements for its designees.

Senior Designations

A professional designation may not imply special training in advising seniors when it combines words such as senior, retirement, elder or similar words with words such as certified, registered, chartered, advisor, specialist, consultant, planner, or similar words.

Code of Conduct

Thrivent seeks to work with producers who share our commitment to ethical business conduct.

Producers must stay informed of any updates and in compliance with applicable laws and regulations and act with integrity when conducting Thrivent business. Equally important is for producers to abide by and follow all generally recognized standards of professional conduct and practice and act in accordance with the guidance in this Guide. Producers are expected to provide ethical and professional service to all Thrivent prospects and clients.

In situations where ethics could be in question, it's up to each producer to use good judgment to make the right decisions or seek guidance from others to help confidently make the right decision if unsure. So, before acting, it's important to ask these questions:

- Is this action consistent with the principles and expectations of relevant laws, rules, regulations, and the expectations in this Guide?
- Can I confidently state this is the right thing to do and explain why?

Conflicts of Interest

Thrivent is diligent about identifying and avoiding conflicts of interest. As a representative of Thrivent, you should disclose necessary information to prospects, clients and to Thrivent, recommend only products appropriate for the client's circumstances as laid out by this Guide, and avoid conflicts of interest.

See or hear something? Speak up.

All individuals covered under this Guide are expected to escalate any allegations of fraud or suspected unlawful activity or misconduct. You can choose your reporting channel.

Your report will be reviewed and investigated according to Thrivent's established processes. If something involving Thrivent business or Thrivent employees seems wrong, let us know. Everyone who represents Thrivent is expected to act in accordance with relevant Thrivent guidelines and the law.

Thrivent provides multiple reporting options, outlined at thriventcodeofconduct.com. You can report a concern via web form or call 800-688-6046, available 24/7. The Thrivent Business Ethics Hotline is run by an external resource and is anonymous if you choose. (Be sure to check back periodically for follow-up questions and Thrivent's response.) If you prefer, you may directly report concerns to Thrivent's Code of Conduct Office at boxcodeofconduct@thrivent.com or by calling 612-844-5505.

Thrivent's interactive Code of Conduct is available for review at thriventcodeofconduct.com.

Gifts, Inducements and Rebates

You are prohibited from using unfair inducements or rebates. Any gifts you give to clients and/or prospects must comply with state gifting limits.

In general, state insurance departments prohibit providing anything of value to a client or prospect that is not part of the contract and that could constitute an unfair inducement to purchase or retain a product or that may be considered rebating. This includes the refunding of all, or a portion, of a client's premium or of the producer's commission to induce the purchase of a product. These practices are expressly prohibited by law and by Thrivent's standards.

Regarding gifts to clients or prospects, producers are reminded of the need to ensure such gifts are not used as inducements or rebates. Additionally, you are responsible for ensuring any gifts provided are within/under the gift limit established by the state insurance department of the state in which the client or prospect resides. States implement varying limits – most range from $25–$100 annual aggregate gift limits but some have very small limits (such as $5, $10 or $15), and some prohibit all gifts. Some states include entertainment (such as meals paid by the producer) and/or promotional items in the gifting limit. Merchant gift cards are allowed, but Thrivent prohibits giving cash or cash equivalents, including prepaid debit cards or credit cards that function as cash (e.g. Visa gift cards).

If you are unsure of the gift limit(s) in the state(s) in which your clients and prospects reside, check with the applicable state insurance department.

Membership Benefits

As a benefit society, Thrivent provides various benefits to its clients with membership that are unrelated to the insurance contract. A client should not be induced to purchase or keep any insurance or annuity product(s) in order to be eligible for non-guaranteed membership benefits. You should only sell insurance and annuity products that best meet the financial security needs of the client, considering the cost, features, and benefits of specific insurance and/or annuity products and not the value of membership benefits. Membership benefits are reviewed and evaluated regularly. Thrivent reserves the right to change, modify, discontinue, or refuse to provide any of the membership benefits or any part of them, at any time. Membership benefits and programs are not guaranteed contractual benefits. The interpretation of the provisions of these benefits and programs is at the sole discretion of Thrivent.

Working with Vulnerable Adults

Producers representing Thrivent should understand the potential signs of diminished capacity and elder abuse and take appropriate steps when working with someone who may be a vulnerable adult.

A vulnerable adult can be defined in numerous ways and each state may have different qualifications for who is considered a "vulnerable adult." Producers are expected to comply with all education or other requirements involving vulnerable adults as required by state and federal laws.
For variable products, FINRA Rule 2165 (Financial Exploitation of Specified Adults) defines "specified adult" as: (A) a natural person aged 65 and older; or (B) a natural person aged 18 and older who the firm reasonably believes has a mental or physical impairment that renders the individual unable to protect his or her own interests. It permits a broker-dealer to place temporary holds on disbursements of funds or securities from the accounts of specified clients where there is a reasonable belief of financial exploitation of these clients. Only individuals from either the Financial Crimes Unit or the Vulnerable Adult Office can make a determination on holding or delaying transactions. **It's important to immediately report any concerns to one of these units.** You can send a notice to:

- BoxVulnerableAdult@thrivent.com or contact Thrivent's Vulnerable Adult Office directly 920-628-3978.
- BoxAMLSIUFraud@thrivent.com or contact the Financial Crimes Unit directly at 920-628-2359.

Please include the individual's name, client ID, and details of the situation.

While issues such as diminished mental capacity may be more prevalent among older clients, and older clients may also be more frequent targets for financial or elder abuse, the red flags listed below are applicable to all Thrivent clients and prospects, regardless of age.

Diminished Capacity

Be aware of the following potential warning signs:

- Sudden deterioration in physical health or appearance.
- Unusually difficult to contact.
- Increasing lack of contact with, or interest in, the outside world.
- Disengaged or unresponsive or does not ask questions during meetings.
- Increased difficulty understanding financial products discussed.
- Increased unwillingness to discuss financial affairs.
- Isolation from family and friends.
- Pattern of forgetfulness or sudden difficulty with decision making.
- Losing track of the date or the season.
- Difficulty having a conversation.

- Memory loss that disrupts daily life or a slow decline in memory, thinking and reasoning skills.

Elder Financial Abuse/Exploitation

Be aware of the following potential warning signs:

- Sudden, atypical, or unexplained withdrawals or other account changes.
- Drastic shifts in investment style.
- Inability to contact the client.
- Signs of intimidation or reluctance to speak in the presence of a caregiver, family, or friend.
- Isolation from friends and family.
- The amount of funds being requested does not fit with the explanation for need.

What to do if you suspect diminished capacity

If you suspect an individual has diminished capacity, you should consider the following:

- Is there a valid Power of Attorney or information-sharing agreement in place? If so, who is the authorized party, and have you contacted him or her? Submit a copy of the Power of Attorney, guardianship, or other legal appointment document to Thrivent.
- Have you suggested the client bring a trusted family member or friend to your next meeting?
- You may be required to present the option to designate a Trusted Contact Person (Form 29745) when opening or servicing a client. Submit completed forms to Thrivent.
- FINRA Rule 4512 requires a reasonable effort be made to obtain the name of/contact information for a Trusted Contact Person for a client's account in connection with variable products.
- Have you ensured all communication with this client (or with third parties representing the client) have been documented and retained in the client file?
- Have you discussed the situation with your up-line management?
- In some cases, it may not be appropriate to solicit or sell to the client, or to recommend changes to an existing product. This holds true if you suspect the client may not have the mental capacity to understand a transaction or to enter a contract. Depending on the client's unique situation, it may be appropriate to work with the client only when the client has a trusted friend or family member present. If the individual has a Power of Attorney or sharing agreement in place, work with that individual, as appropriate. While hindsight may be 20/20, such is often not the case with memory. Always thoroughly document each meeting with the client and retain appropriate records.

Several states mandate the reporting of suspected elder or vulnerable adult abuse or exploitation situations. If you suspect an individual has, or is, experiencing abuse, neglect, or exploitation, you may be obligated to report the situation to local authorities. Please consult your up-line management for guidance. You can also send a notice to BoxVulnerableAdult@thrivent.com or contact Thrivent's Vulnerable Adult Office directly (920-628-3978) to report the situation. Please include the individual's name, client ID, and details of the situation.

Telemarketing and No-Call Lists

Producers representing Thrivent must comply with all applicable telemarketing and no-call list requirements.

Producers must comply with the requirements of all state telemarketing laws, the Federal Communications Commission (FCC) and the Federal Telecommunication Commission (FTC), including compliance with the national Do-Not-Call Registry.

You may read more about federal telemarketing regulations that impact your business at:

1. Q&A for Telemarketers & Sellers About DNC Provisions in TSR
2. Telemarketing Sales Rule;
3. Do Not Call Registrations Permanent and Fees Telemarketers Pay to Access Registry Set.

The following summary of the key prohibitions, restrictions, exemptions, and terms is meant to provide some high-level guidance on the topic.

For those agents who are affiliated with TIMI and Thrivent Advisor Network, LLC ("TAN") you should refer to the indication for opt-out located within Salesforce for the client as it relates to their Do-Not Call preference and follow the guidance in Fieldnet-Do Not Call and Phone Resources.

Key Prohibitions or Restrictions

Each producer must understand the following prohibitions or restrictions:

- Telephone solicitations to registered numbers are prohibited.
- There are limitations on the use of auto dialers and prerecorded messages.
- Telemarketers are prohibited from blocking caller ID.
- Make calls between the hours of 8 a.m. to 6 p.m. and 7 p.m. to 9 p.m. local time. Calls made outside those hours can be made only with prior consent from the person being called.

Key Exemptions

Producers must also understand the main exemptions to the regulations:

- Exemption for established business relationship.
    - The client had a purchase or a transaction with the entity within the 18-month period prior to the call; or
    - The client made an inquiry or application to the entity within three months of the call. Inquiry must create an expectation with the consumer that the entity will call.

- Exemption for servicing existing products.
    - Calls can be made to clients to service existing products but not to sell new products, regardless of the last transaction or inquiry.

The FCC does not define transaction, inquiry, or service. To effectively apply the exceptions, Thrivent has defined the terms in the following section, "Key Terms for Telemarketing and No-Call Lists."

Your Responsibilities as a Producer

Before soliciting a prospect or a client, you must first determine whether the prospect or client previously informed Thrivent, their state, or the FTC (Federal Trade Commission) of their desire to be placed on a do-not-call list. Individuals on the national Do-Not-Call Registry may not be contacted unless one of the previously noted exemptions applies.

Questions

If you have questions about telemarketing or DNC regulations and processes, please discuss with your Independent Marketing Organization (IMO) or your General Agent (GA).

Key Terms for Telemarketing and No-Call Lists

Transaction: An activity that includes a monetary exchange between an individual and Thrivent, or a creation of or a change to a product contract. This definition implies that a transaction is an intentional act by a client or payee to engage Thrivent. Examples include, but are not limited to:

- Purchase of new insurance;
- Premium payment;
- Automatic contribution to an existing investment product or premium payment to an insurance policy or annuity;
- A loan;
- Purchase of an associate membership for an annual fee;
- Withdrawal;
- Age, sex, birth date correction;
- Beneficiary change;
- Change in AD, WP, GPO, term rider;
- Any claim for contract benefits; and
- Transfer of accounts to Thrivent (e.g., ACATs).

Inquiry: Formally communicates the client's or prospect's desire to be contacted by a producer representing Thrivent. The definition implies that an inquiry is an intentional act by a client or prospect to engage Thrivent. Examples below are designed to better illustrate the spirit of compliance to this definition:

Examples of an Inquiry:

- A lead obtained from Thrivent. For example, a client requested action that requires producer contact or client requested a brochure, membership benefit, financial brochure, etc.
- Prospect indicates a desire to be contacted by producer (e.g., lead generation Postcard, request from Thrivent.com).
- Prospect gives business card to producer and requests a call.

Examples of items that are NOT an Inquiry:

- Client requested a non-financial brochure.
- Client requested service from Thrivent or its producer.
- Prospect asks for the producer's business card.
- Someone gives the producer the business card of a prospect.
- The prospect drops a business card into a fishbowl for a "drawing."

Service: Service is defined as an activity focused on updating and maintaining an existing product to meet the ongoing needs of the client and fulfill state/federal laws/regulations.

Examples include, but are not limited to:

- Product reviews to ensure current products meet the needs of the client as determined at time of purchase (e.g., changes in interest rates, market changes, occupation change).
- Client needs to review to ensure that family or financial changes are considered to determine if the existing product still meets the client's desired objectives (e.g., income change, marital status change, children, address change).
- Client needs review of current product ownership as required to comply with the U.S. Patriot Act.

Military Sales

Producers representing Thrivent are prohibited from soliciting or selling insurance products on a military base, in person or virtually, (including meeting in barracks or transitional housing sponsored by the military), regardless of whether the base is located in the United States or a foreign jurisdiction. Producers must comply with federal disclosure requirements impacting active military service personnel.

In response to numerous past abusive and misleading industry sales practices involving military personnel and their family members, both the federal government and state insurance regulators have set forth standards to protect active-duty military personnel and their family members. Thrivent believes in providing exemplary service to military personnel and encourages continued contact and servicing of clients serving in the military. However, given the regulatory complexities, when meeting with a client on a military base, in person or virtually, (including meeting in barracks or transitional housing sponsored by the military), the fact that sales on a military base, in person or virtually, require a federal solicitor's license, and other requirements, Thrivent prohibits its producers from soliciting or selling its products on a military base (including barracks and transitional housing sponsored by the military), regardless of whether the base is located in the United States or a foreign jurisdiction.

When working with active military personnel, civilians who work on a military base, or their family members, producers are asked to meet at the producer's office or at another location (coffee shop, restaurant, etc.) that is not on the military base or part of military-sponsored housing. If a military person's, civilians, or family member's place of residence is not on or sponsored by the military (e.g., barracks, military-sponsored housing, etc.), then producers may meet at the client's residence.

When completing an application, if the applicant is engaged in full-time active military service (including National Guard and Reserve duty, if serving under published orders for active duty or full-time duty), then the Military Personnel Financial Services Disclosure Regarding Life Insurance Products Form (25189) must be completed and left with the client. The form discloses information regarding insurance (including coverage amounts and rate information) available to military personnel through the federal government. The form also requires the completion of contact information regarding the client's local state insurance department. This contact information can be obtained on each state insurance department's website.

Additional Prohibitions in California

An insurance broker or producer shall not participate in, be associated with, or employ any party that participates in, or is associated with, obtaining veterans benefits for a senior unless certain criteria are met.

Life Settlements and Viatical Settlements, STOLI, and COLI Transactions

Thrivent prohibits STOLI transactions and sales of variable products to life and viatical settlement companies. Thrivent allows the assignment of existing sale of non-variable life insurance products to life and viatical settlement companies only under limited, defined circumstances, due to fraternal reasons. Corporate-owned life insurance transactions are permitted subject to the restrictions in Thrivent's Bylaws.

Life Settlements and Viatical Settlements

When a client requests a life or viatical settlement, the value of the settlement paid by the third party viatical or life settlement company is often considerably lower than the death benefit of the impacted contract. Additionally, the funds received by the client in a sale to a life or viatical settlement company are subject to income tax. As on alternative, Thrivent clients may request the addition of an accelerated death benefit rider to a Thrivent life insurance contract, at any time. There is no cost at the time the rider is added, nor is there an annual fee. A one-time fee is applied when the rider is exercised. Since an accelerated death benefit rider payout and tax treatment are generally more favorable to the client than engaging the services of a life or viatical settlement company, if the client is eligible to exercise an accelerated death benefit rider, the rider should be pursued rather than a life or viatical settlement. Other options may also be available through the client's contract if the client no longer wants or needs the product.

Stranger-Originated Life Insurance (STOLI) and Similar Transactions

Thrivent does not participate in STOLI or similar transactions with third parties.

Corporate-Owned Life Insurance (COLI)

Thrivent permits corporate-owned life insurance transactions *subject to the restrictions in Thrivent's Bylaws*. Due to the tax sensitivity, prior to completing an application with an employer, producers completing an application with an employer, producers:

- Should recommend that clients or prospects work with their tax accountants or attorneys to discuss the implications of the transaction and to complete the applicable notice and consent form.
- The notice and consent form must be provided to the Operations Center with any COLI new business application and with any material changes to help ensure correct tax reporting at the insured's death.

Anti-Money Laundering

Producers representing Thrivent must comply with the requirements of all laws and regulations to detect and deter money-laundering and terrorist financing activity.

Money laundering is a crime whereby a terrorist, drug trafficker or some other bad actor attempts to disguise or place illegally obtained funds in the stream of legitimate commerce and finance. Money laundering includes predicate crimes such as fraud, embezzlement, scams, ACH Fraud, Identity Theft and elder exploitation. Federal law requires all financial institutions to establish, maintain and enforce policies and procedures designed to prevent and detect money laundering and terrorist financing activity.

It is our policy to comply with the requirements of all applicable laws and regulations to detect and deter money-laundering activities. Thrivent has established a Financial Crimes Unit to manage its Anti-Money Laundering Program and to establish reasonable compliance with all applicable laws and regulations. Practices, procedures and systems have been put in place to establish reasonable compliance with our Anti-Money Laundering Policy and Program; to identify suspicious transactions; to verify proper education of our employees and producers; develop a customer risk profile and conduct ongoing monitoring to identify and report suspicious activity confidentially to the proper authorities.

Requirements of You as a Producer

Training: Producers must undergo regular training to stay updated on Anti-Money Laundering regulations and best practices.

- If you are required to submit certification of Anti-Money Laundering training to Thrivent upon appointment by Thrivent (vs. submitting materials directly to an MGA or BGA), please provide this training certification to Thrivent's Financial Crimes Unit by securely emailing Box AML SIU Fraud. This certification will be required every other year thereafter.
- For producers affiliated with a broker-dealer that has a selling agreement with Thrivent, Thrivent will rely on the entity's certification of compliance program to satisfy the AML training requirement in accordance with regulations.

Obtain Information for Verification and Know Your Customer (KYC): Producers are required to collect relevant information about the prospect or customer.

- It is required through the application process that you collect the individual's name, residential address (a post office address is not sufficient), Social Security number and birthdate.
- Know your customer's occupation, business and the source of funds.
- Keep records of conversations with prospects and customers, they may be important in any investigations.
- If Thrivent is unable to verify a customer's identity with information from the application, you will be required to view the customer's driver's license or other unexpired government-issued photo

ID and to collect specific information.
- At the direction of the Financial Crimes Unit, the producer may be requested to gather or attempt to verify additional information about the customer to meet sanctions compliance and customer identity verification.

Not Accepting Cash or Marijuana-Related Business or Persons: Producers are prohibited from accepting cash transactions or engaging with businesses or individuals involved in the marijuana industry.

- It is required and an established policy that producers **never accept cash**. If cash is received, it is returned according to specified procedures. Thrivent does not accept virtual currency.
- Funds derived from marijuana related businesses, marijuana related persons or hemp related businesses are not accepted at Thrivent. Marijuana related activity such as marijuana dispensaries or marijuana related employment are considered illegal funds. The sale and distribution of marijuana remains a felony under federal law. Hemp-related businesses, while no longer considered illegal in some circumstances, requires extensive due diligence and Thrivent has decided it is not in the best interest of our membership to accept this type of business.

Understanding and Reporting Red Flags: Producers must be vigilant in identifying and reporting any suspicious activities or red flags that may indicate potential money laundering or terrorist financing activity.

- A red flag is a warning signal that something may not be quite right with either the customer or the transaction. A sample list of red flags is listed below. If something seems suspicious or doesn't make sense, ask more open-ended questions.
- When you determine that a transaction appears to be suspicious, the Financial Crimes Unit must be notified promptly by calling 920-628-2359 directly.
- Do not "tip the customer off" to your suspicion. By law, producers cannot notify any person involved that the transaction has been reported. The fact that a SAR has been filed or considered, and the contents of any SAR filed, are strictly confidential. A producer must not, under any circumstances, disclose the fact that a SAR has been filed or considered, or the contents of a SAR to the subject of a SAR or to any other person. Violations may result in civil and/or criminal penalty.

Anti-Money Laundering suspicious transactions, or red flags include, but are not limited to:

- A customer who walks in off the street to purchase an insurance product with a large premium, or other financial product with a large deposit.
- A customer who exhibits a lack of normal concern for investment risks, commissions, and other costs of investing.
- A customer who exhibits unusual concern for secrecy, especially as to his or her identification,

business, etc., or a customer who delays in providing identifying documents and information.

- A customer who maintains multiple accounts, is opening or closing accounts frequently or maintains accounts in the names of family members or corporate entities for no apparent business or other good reason.
- A customer who exhibits unusual concern regarding our organization's compliance with government reporting requirements and our organization's AML policies, particularly with respect to his or her identity, type of business and assets.
- Erratic or unusual transactions or changes in patterns, such as: frequent large withdrawals, sudden nonsufficient fund activity, or closing of CDs or accounts without regard to penalties.
- A caregiver or other individual shows excessive interest in the elder's finances or assets, does not allow the elder to speak for him or herself, or is reluctant to leave the elder's side during conversations.
- The elder shows an unusual degree of fear or submissiveness toward a caregiver or expresses a fear of eviction or nursing home placement if money is not given to a caretaker.
- A new caretaker, relative or friend suddenly begins conducting financial transactions on behalf of the elder without proper documentation.
- An individual who requests to invest, take out insurance on or provide funds to an individual that appears to be involved in a scam, such as an IRS, lottery, virtual currency or internet relationship scam.
- A customer whose account shows an unexplained high level of account activity with very low individual transactional amounts.
- Contract withdrawals or "free looks" in conjunction with another type of suspicious activity.
- A customer makes a deposit for the purpose of purchasing a long-term investment or submits a premium to purchase a long-term insurance product, followed shortly thereafter by a request to liquidate the position and transfer the proceeds out of the account or withdrawal of cash value.
- Unusual transactions disproportionate to the known business of the customer, or inconsistent with the customer's normal profile.
- A customer's account or insurance product has inflows of funds or other assets well beyond the known income or resources of the customer.
- A customer makes a deposit or premium payment followed by an immediate request that the money be wired out or transferred to a third party, or to another financial institution, without any apparent business purpose. Unexplained or extensive wire activity, especially if there has been little or no previous activity.

One red flag alone is not always an indication of suspicious activity, use your gut to determine if the activity needs to be reported.

Client Fraud and Special Investigations Unit

Producers representing Thrivent must comply with the requirements of all laws and regulations to prevent, detect and deter insurance fraud.

Fraud is the intentional misrepresentation or concealment of a material fact done for the purpose of inducing action or inaction on the part of another resulting in financial gain or benefit. In most cases, the defrauded person must show they justifiably relied upon the misrepresentation or concealment of fact and that they were harmed as a result.

Insurance fraud is fraud committed in relation to any act involving the business of insurance. It includes the submittal of any false statement, billing, or other document, the misrepresentation of any fact related to an application, rating, or claim, the concealment or destruction of any asset or record related to a claim or insurance, or any other act committed with the intention of falsely obtaining money, insurance, continuance of insurance, premium, credit, or any other property, endorsement, benefit or agreement in relation to a transaction of the business of insurance. It also includes the attempt to carry out any of these actions, or the conspiracy, aiding, or abetting of any of these actions by any person or entity.

It is Thrivent's policy to comply with the requirements of all applicable laws and regulations regarding insurance fraud. Thrivent is committed to the effective prevention, detection, investigation and reporting of fraud. Thrivent cooperates with federal, state, local and administrative agencies to prosecute those who are a party to insurance fraud. Practices and controls have been put in place to ensure identification of suspicious activity, to verify proper training of our employees and producers; and to report incidents and annual filings.

Requirements of You as a Producer

- Complete training on the prevention and detection of insurance fraud.
- Understand and identify suspicious transactions and red flags. A sample list of red flags is listed in the Anti-Money Laundering section of this manual.
- When you determine a transaction appears to be suspicious, the Financial Crimes Unit must be notified promptly by calling 920-628-2359 or securely emailing BoxAMLSIUFraud@thrivent.com.
- Financial Crimes Unit will investigate and be responsible for completing any necessary regulator or law enforcement reporting or filing. The producer is expected to cooperate with Thrivent regarding any investigation related to fraudulent activity. Financial Crimes Unit will be solely responsible for deciding as to whether fraud reporting is required.

Identity Theft Prevention Program

Producers representing Thrivent must comply with the requirements of all applicable laws and regulations to prevent and detect Identity Theft.

Under federal law, Thrivent is charged with the responsibility to monitor, act upon, and have a documented program in place to address any identity theft red flags.

The occurrence of one or more of the following examples may suggest that a person is impersonating someone else. As a producer, it is your responsibility to discreetly report any of the following types of red flags to Thrivent for further investigation.

- Presentation of suspicious documents or documents that appear to be altered.
- Presentation of suspicious personal identifying information, such as information that is not consistent with the information we have on file or has been provided by the client in the past.
- Unusual use of, or other suspicious activity related to, an account or contract, such as receiving notice that unauthorized charges or transactions have occurred in connection with a client's account or contract.
- Notice of possible identity theft by the client.
- Imposter calls, where you have properly authenticated the caller, and have reasonably determined that the caller is not who they say they are.
- An imposter emails you expressing urgency of a withdrawal, and you cannot determine that the request is coming from the client.

If an individual is the victim of identity theft, Thrivent provides information on how individuals can better protect themselves. See https://www.thrivent.com/privacy-and-security/identity-theft-protection. Please refer the individual to this resource to help prevent identity theft in the future.

If you are aware of or suspect any suspicious activity or someone imposing as someone else, you are required to immediately notify the Thrivent Financial Crimes Unit at 920-628-2359 or securely email BOXAMLSIUFraud@thrivent.com.

Privacy and Information Security

Any Producer or individual authorized to use Thrivent information or information systems must comply with all Thrivent policies, standards, guidelines, and procedures related to privacy and information security, as well as applicable privacy and information security laws and regulations. Applicable laws include, but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA), and the Gramm-Leach-Bliley Act. Noncompliance creates the potential for regulatory and legal actions that may significantly impact Thrivent operations, including damage to business assets or reputation.

Privacy

Protecting the privacy of client and prospective client information is a responsibility Thrivent takes seriously. It is important that we act with integrity regarding the collection, use, retention, and disclosure of personal information. Federal and state laws dictate the privacy and security protections for "personally identifiable information," which includes, but is not limited to, Social Security number (SSN), date of birth, financial account information and health information. Thrivent has implemented physical, administrative, and technical safeguards to protect clients' and prospective clients' personally identifiable information as well as sensitive information. For purposes of this document, the term "sensitive information" includes all information classified as other than public. Producers are accountable for strictly following Thrivent's established standards and policies and all applicable laws and regulations and are accountable for the activities of any office staff and third-party vendors accessing Thrivent's information and information systems while assisting with the Producer's business. Failure to comply with this section and related compliance procedures may lead to, but is not limited to, revocation of access, termination of contract/appointment, and/or legal action.

Requirements of You as a Producer

Provide the Privacy Notice(s):

- Privacy laws require financial organizations, including insurance carriers, to provide a privacy notice that describes its information handling practices with respect to personal information.
- Producers must provide an individual with the Thrivent Important Privacy Choices for Consumers notice upon first collection of the individual's personally identifiable information for a Thrivent application. The Privacy of Information about Your Health notice must also be provided when health information is collected. Producers are responsible for reviewing these notices and understanding the information provided. These notices can be found online at Thrivent.com for Producers, prospective clients, or clients to review any time.

Follow the Requirements of Privacy Program.

- Producers may access only the client and prospective client information necessary to perform the duties of their appointment with Thrivent (i.e., only the information a Producer has a "need to know").

- Upon termination, Producers are required to return Thrivent information pursuant to the terms of the Producer's Independent Producer Agreement.
- Producers are required to authenticate a client's identity prior to releasing any account, personally identifiable, or other sensitive information about or relating to clients and prospective clients, and before accepting any transaction request. If such a request is made by an agent of the client (e.g., Power of Attorney, Guardian, Conservator, etc.), the Producer must review the appropriate legal agent designation documentation to verify the agent is authorized to receive the information requested. If a Producer is unable to authenticate the client or client's agent, the Producer should request the client or client's agent call the Thrivent home office or submit the request in writing. If a client requests access to or correction of his/her personal information on file with a Producer or Thrivent (sometimes known as a data subject access request), the client should be directed to submit their request to Thrivent as outlined in Thrivent's Important Privacy Choices for Consumers notice.
- Organizations with which Thrivent client or prospective client information is shared must first be approved by Thrivent. Approved organizations may include service providers, other financial institutions, and organizations such as church bodies and educational institutions.
- Privacy protections also extend to information about Thrivent's business practices, such as product specifications and vendor relationships. This information is proprietary to Thrivent and cannot be shared without approval by an authorized member of Thrivent's Privacy Office.

Report Any Suspicious Activity or Privacy Incidents Immediately.
A privacy incident is any situation in which personal information is lost, stolen, or otherwise improperly accessed by an individual who does not have the right to use or access such information. Examples include:

- Financial statements or insurance documentation of one client being sent to another incorrectly.
- Client files with personal information being stolen from a briefcase or a car.
- Client information being shared with an unauthorized individual (e.g., a family member who does not have legal authority to receive the information).

If you are aware of any Thrivent client information that has been lost, stolen or otherwise improperly accessed or disclosed, you are required to immediately notify the Thrivent Privacy Office at 920-628-2359, or call 888-422-5737; enter your ID, say "Directory," then say "Privacy Office", or by email at privacy@thrivent.com.

Information Security

Thrivent's information security principles and practices enable Producers and individuals authorized to use Thrivent information and information systems ("authorized users") to protect sensitive information, including third party information entrusted to Thrivent. Information systems are defined as any system, application, device, or network containing information that Thrivent uses while conducting its business. Thrivent classifies information to enable selective access for authorized users and prevent access by unauthorized individuals. Authorized users must act responsibly and in accordance with Thrivent's information security practices, policies and procedures, and applicable laws and regulations. The use of Thrivent systems and services is a privilege, not a right. These privileges will be revoked if the requirements outlined in this document are violated. Thrivent specifically reserves the right to limit or restrict access to information and systems at any time for any reason.

Producers licensed to sell Thrivent products in New York are required to comply with applicable provisions of the New York Department of Financial Services Cybersecurity Requirements for Financial Services Companies ("NY Cyber Reg") unless qualifying for a full exemption from the regulation.

Controlling Access with User ID

Thrivent requires all authorized users to have a unique identifier to access Thrivent information systems. Authorized users are held accountable for each action performed with their user ID and may only log in with their own ID and password/passphrase. Logging in with another user's ID and password/passphrase is prohibited.

Thrivent may utilize tokens, personal identification numbers (PINs) and passcode technology as authentication mechanisms. These are classified as Highly Restricted information. Users must never share tokens, PINs, or passcodes with other individuals, including family members or office staff. If an authorized user's Thrivent ID and/or password/passphrase has been compromised, or suspected to potentially have been compromised, the authorized user must change the password/passphrases immediately and must promptly notify Thrivent.

Using Thrivent Information and Information Systems

Thrivent information and information systems must be used to serve the interests of Thrivent, its clients, and prospective clients. Unacceptable use of Thrivent information and information systems includes, but is not limited to, the following:

- Engaging in any illegal activities, including using Thrivent information systems to commit violations of intellectual property, or similar laws or regulations. Such violations include, but are not limited to, the installation or distribution of any software products that are not appropriately licensed for use by Thrivent.
- Accessing any information or information systems without authorization or providing an unauthorized person with access to Thrivent information or information systems.
- Using Thrivent information systems to create, send, access or store information containing statements, images, video, or sound files that may be offensive in nature.

- Using Thrivent information and information systems with malicious intent, or with the intent to embarrass clients, agents, or employees or threaten Thrivent's reputation.
- Thrivent information systems are configured to display a legal notice, notifying the user that this is a Thrivent system to be used for authorized purposes only. Producers and authorized users are not permitted to disable this notice.
- Producers using both Thrivent information systems as well as information systems owned/licensed by another party must comply with the terms of use and other policies issued by both Thrivent and the other party.

Monitoring Use of Information and Information Systems

Thrivent continuously monitors access to and use of its information and information systems to ensure such access and use is appropriate and in compliance with Thrivent's policies and procedures.

Producer Security Protocols

All Producers must have an information security program describing the physical, administrative, and technical controls (collectively, "security controls") the Producer has implemented to protect from unauthorized access, use, disclosure, alteration, or premature destruction of the information Thrivent has entrusted to the Producer. The following list provides an overview of the minimum-security controls Producers are expected to implement:

- Firewalls (Host-based Firewalls) on computers and other electronic devices.
- Capabilities to block inappropriate material and malicious websites.
- Before sending sensitive information via electronic communication, Producers and authorized users must verify that the recipient(s) of the communication are authorized to view the information being sent and that the communication is appropriately protected in accordance with its classification level. This includes encrypting all electronic communications, including emails, that include sensitive information.
- Always protect computing devices from unauthorized access and theft. Producers should utilize multifactor authentication whenever possible. Producers must never leave mobile devices containing Thrivent information unattended and must never check such devices in airline baggage.
- Not share removable media that has not been properly sanitized or encrypted to protect information from accidental disclosure.
- Utilize strong password/passphrase structures and should not share usernames and passwords/passphrases. Require changes to passwords/passphrases in alignment to policy. Producers must enable password/passphrase protection on peripheral devices with electronic data storage to help ensure unauthorized users cannot browse information on the device.
- Implement and carry out privacy protection of hard copy files including immediately removing documents containing sensitive information from the printer, using locks on file cabinets, securing Thrivent information at individual desks as appropriate, and implementing a comprehensive shredding policy for documents containing Thrivent information, which could

include using a reliable document destruction or shredding disposal vendor.

- Install anti-virus/anti-malware software on computers and other electronic devices and regularly scan for infections. If virus/malware activity is suspected, Producers must immediately stop using the computer, disconnect the computer from the network, and take appropriate steps to completely clean the virus/malware from the device, including validating components have been removed.
- Take precautions to avoid introducing viruses/malware into the Thrivent environment. Producers must scan information received from external sources (e.g., USB drives) for viruses/malware upon receipt before they use the information or forward it to Thrivent networks or information systems.
- Keep programs and software up to date by applying updates and patches in a timely manner.
- When obsolete, ensure any computer and electronic devices are properly disposed of, including physical destruction of the hard drive containing Thrivent information, after appropriately uploading such material to new devices.
- Systems that have automatic locking features must be configured to lock after no more than 30 minutes of inactivity. Producers should have procedures requiring that individuals invoke the locking feature before leaving a system unattended for any length of time.
- Producers must take extra care when conducting business in public. For example, Producers should take steps to ensure sensitive information is not overheard by others during telephone conversations and should physically protect or shield information visible on a computer screen when working in public places.
- Producers must ensure that all sensitive information is properly secured and encrypted with industry-approved encryption technologies when it is transmitted or stored on an external storage device.
- Producers should not record sensitive information in a voicemail and should verify the intended recipient is correct before leaving a voicemail.
- New York Producers: Producers appointed to sell Thrivent products in New York are required to inform Thrivent of any exception the producer qualifies for under the NY Cyber Reg and comply with the requirements of the NY Cyber Reg applicable to the Producer. Producers must promptly notify Thrivent if the Producer's NY Cyber Reg exemption changes.

Reporting Security Risks

Users must immediately report any actual, suspected, or potential risks involving unauthorized access, disclosure, alteration, loss, damage, or destruction of Thrivent information to Thrivent at 920-628-4655 or to mailto:boxinfosecincidentresponse@thrivent.com.

Record Keeping – Thrivent Contract or Policy Documentation

Producers representing Thrivent must maintain records for ten years from the time a contract or policy terminates.

You are required to maintain specific information in your client files while a contract or policy is active (in force) and for ten years after a contract or policy is no longer in force.

Your files must include copies of documents that were used in the solicitation process as well as any documentation of client communications or meetings. These communications include any proposals, comparisons, needs analysis, written correspondence with your client, or any subsequent service that has been provided on the contract. These items may include documentation that is required to be sent to Thrivent for processing, but your client file should also include additional information. This client documentation serves as a record of the events that occurred with your client should a dispute or concern arise in connection with the client or the sales process. You must securely and properly destroy records ten years after the corresponding policy ceases to be in force.

Please note that your responsibility to retain Thrivent records extends beyond your appointment with Thrivent. If you feel that it is legally necessary for you to retain information specific to a Thrivent contract or policy for longer than 10 years after the policy is in force, please contact the Information Lifecycle Management team at 920-628-5015 or at mailto:BOXInformationLifecycleManagement@Thrivent.com.

Business Resilience – Planning for the Unexpected

Producers representing Thrivent need to proactively plan for potential unexpected business interruptions.

The purpose of developing a Business Continuity (BC) Plan is to proactively think through the critical processes that would need to be performed in the event of a business interruption. You will want to ensure you have planned for all resources required to resume operations. You will want to share this plan with key individuals so they understand their roles and responsibilities that need to be performed during a business interruption.

When you plan for risks/interruptions that your business may encounter and make internal and necessary external resources aware of this plan, you put your practice in a strategic position to respond effectively with minimal business impact to your operations or clients. Risks or threats can be natural (floods, tornados, hurricanes, earthquakes), human (fraud, data theft, loss of staff), or technology failures (software issues, power loss or internet connectivity issues).

A business continuity plan should, at a minimum, contain the following components:

- Emergency response/communication information such as:
    - Initial steps to report the incident.
    - Contact information for employees, third parties, service providers (ex: power company), and insurance carriers.
    - A conference bridge line for employees to join to discuss the situation and next steps.

- A list of critical business processes that must be performed with documented strategies to invoke for these types of business interruptions:
    - Office building/work location is inaccessible/unavailable (ex: would work from home).
    - Technology is unavailable (documented manual workarounds until systems are restored).
    - Workforce has been reduced/employee is out for an extended time (e.g.: cross-trained all staff, call temporary worker agency to assist).
    - Critical third party(s) you rely on is unavailable (invoke another vendor to provide that service).

This plan should be stored offsite or electronically available.

Contract Delivery and the Use of Delivery Receipts

Producers representing Thrivent must deliver contracts in a timely manner and must comply with applicable state requirements regarding the use of delivery receipts.

Contract delivery receipts are required in the following states, for certain products, as explained below:

- California (Form 10072CA)—Life, health, and annuity products
- Louisiana (Form 10072LA)—Life, health, and annuity products
- South Dakota (Form 10072SD)—Life, health, and annuity products
- Virginia (Form 10072VA)—Life, health, and annuity products
- West Virginia (Form 10072WV)—Life, health, and annuity products

If you will be delivering a contract, in any state, the contract must be delivered promptly, typically within fifteen (15) days of when you received the contract from Thrivent's Operations Center. If the delivery state requires the use of a delivery receipt, you must obtain a receipt signed by the contract owner, acknowledging delivery of the contract and noting the contract number and the date of delivery. The delivery receipt needs to be returned to Thrivent.

Failure to return a delivery receipt or other outstanding delivery requirements to Thrivent will result in the contract being rescinded, which will also result in a chargeback of your commissions.

Compensation Disclosure

Producers representing Thrivent must comply with state requirements regarding the disclosure of compensation.

Providing compensation disclosure prior to making a sale and documenting the conversation in the client's file is a good business practice. In some cases, it is also a regulatory requirement.

State Requirements

Some states currently require producers to disclose compensation information to clients prior to transacting insurance business. You must follow the states' requirements for compensation disclosures.

Best Practices

In any state, having upfront conversations with clients about compensation provides an important relationship-building opportunity. When working with a new client, it allows you to share information about the Thrivent welcome materials. The disclosure of specific commission rates or dollar amounts is not generally required.

Independent producers conducting joint field work through Thrivent's Strategic Partners distribution channel shall work closely with a Thrivent captive producer to ensure all disclosure requirements are met.

Long-Term Care Insurance

Producers representing Thrivent must comply with Thrivent and state requirements regarding the solicitation and sale of long-term care insurance.

In addition to complying with the various policies and requirements noted within this Guide, producers selling Thrivent's long-term care (LTC) insurance product must ensure the following:

LTC Training and Continuing Education

All states have laws that require persons engaged in the business of selling insurance products to be licensed, including several states which require a fraternal license. Most states also require producers to be "appointed" by an insurance company to sell products. Producers who are not properly licensed, appointed, and trained to solicit, sell, or recommend Thrivent products will be required to re-solicit the product application after being properly licensed, appointed, and trained. Producers could also be subject to disciplinary action for failure to timely fulfill these requirements, up to and including termination. Section Licensing Appointment, ref.

Thrivent is a carrier member of ClearCert, an independent compliance certification clearinghouse for LTC training. ClearCert's website (https://clearcert.com/) contains state-by-state LTC training requirements and a list of courses that satisfy the requirements.

Thrivent will enforce the training requirements noted on ClearCert's website. Thrivent requires that all LTC courses be certified by ClearCert. Also note that, for resident and non-resident Indiana licensees, Thrivent generally requires completion of the one-time 7-hour Indiana Partnership LTC course. (Residents must also fulfill the general LTC training requirement for Indiana.).

Consumer Disclosures

A number of consumer disclosures must be provided to LTC applicants at the time of application (for both traditional LTC and Partnership products). These materials have been provided to you with the information you received when you were contracted or appointed with Thrivent. Review these materials carefully. Ensure all required disclosures are provided to the applicant in a timely manner.

Suitability Considerations

There are many unique suitability and affordability considerations when soliciting and selling LTC insurance. The *Long-term Care Insurance Field Resource Guide* you received when you were contracted or appointed with Thrivent provides detailed information regarding these suitability considerations.

Vulnerable Adults

While soliciting and selling LTC insurance, you may work with senior prospects or clients. Be sure to review the information in this Guide on working with vulnerable adults. Be alert to signs indicating an individual may have diminished capacity.

Replacements

Use caution when recommending the replacement of existing long-term care LTC insurance. Always ensure the client understands what he or she currently has (pros and cons) and what he or she may be giving up, in comparison to the coverage (pros and cons) that would result from the replacement. Be sure to review the information in an earlier section of this Guide regarding replacement of long-term care business.

Disability Income Insurance

Producers representing Thrivent must comply with Thrivent and state requirements regarding the solicitation and sale of disability income insurance.

In addition to complying with the various policies and requirements noted within this Guide, producers selling Thrivent's disability income insurance product must ensure they have a thorough understanding regarding the product, specifically as it relates to the product's definition of a disability and what criteria must be met in order for a claim to be considered.

Replacements

Use caution when recommending the replacement of existing disability income insurance. Always ensure the client understands what he or she currently has (pros and cons) and what he or she may be giving up, in comparison to the coverage (pros and cons) that would result from the replacement.

Market Conduct Policies

Producers representing Thrivent must comply with the various rules and regulations in the state(s) in which business is conducted, and they must comply with Thrivent's policies and procedures.

Independent producers conducting joint field work through Thrivent's Strategic Partners distribution channel shall work closely with a Thrivent captive producer to ensure all compliance requirements are met.

In addition to the content contained in other sections of this guide, supplemental requirements are documented here:

Beneficiary Designations

Producers and their immediate family members may not be listed as beneficiaries, be annuitants on annuity contracts, or be an owner of a Thrivent policy or contract for clients (exception: contracts involving immediate family members of the producer).

Chargebacks

Thrivent reserves the right to affect a chargeback (i.e., reversal, off-set, etc.) if it becomes appropriate to do so (due to Thrivent policy or regulatory requirements), consistent with the provisions of your agreement with Thrivent.

Churning

Replacing existing insurance products or annuities to earn additional or continued commissions or higher first-year commissions is prohibited.

Completion of Applications

Producers must ask all questions on product applications and forms, exactly as stated on the application or form, and approved by the state. The producer must accurately and completely record the prospect's or client's response to each question. Questions on forms may not be paraphrased, summarized, or shortened. The application must accurately reflect the date the application is signed by the applicant.

Contract Delivery

Producers must deliver contracts in a timely manner. Producers may not retain client contracts for "safekeeping" on behalf of clients.

Cross Border Sales

The application form used, and the resulting contract issued must align with the consumer's state of residence (exception: the consumer works in another state or maintains a second residence in another state and such factor is documented). If an application will be signed in a state other than the consumer's resident state, the producer must be insurance licensed in both the state where the application was solicited and taken, and in the state where the consumer resides. The consumer must have a valid reason for completing an application in another state. Such reasons are generally limited to employment or a second residence in another state. Refer to the Situs requirements referenced in the later part of this section.

Situs Requirements-New York: The New York Department of Financial Services (NY DFS) requires New York approved products be sold to New York residents, with rare exception. The NY DFS's position is summarized in the Department's Circular Letter No. 6 (2011). Accordingly, Thrivent will only allow a product that is not available in New York, to be sold to a New York resident if state licensing requirements are met in the client's application state and in the client's resident state and:

1. The client works in another state, and it is more convenient for the client to conduct business while at work; or
2. The client maintains a second residence in another state and is purchasing a product while in that state.

Handling of Funds

Producers must submit client funds promptly. Producers may not deposit client funds into personal accounts. Producers may not accept cash.

Inducements

Refer to the "Rebating and Inducements" content in this section.

Legal, Tax, and Accounting Advice

Producers may not provide legal, accounting, tax advice or services to Thrivent clients.

Loans from Clients

Producers may not ask for or accept a loan from clients or otherwise borrow money from clients (exception: immediate family members).

Loans to Clients

Producers may not make personal loans to clients (exception: immediate family members).

Membership

Prospects must meet Thrivent's membership requirements.

Medicaid Planning

Thrivent does not provide Medicaid planning advice, and producers are prohibited from providing such advice while acting on behalf of Thrivent.

Monitoring

Thrivent will periodically monitor your sales practices and book of business to help ensure that sales and service activity continues to be in line with these guidelines. From time to time, we may contact you for additional information necessary for us to conduct our reviews or to understand the nature of a transaction.

Point of Sale Disclosures and Illustrations

Producers will provide all consumer disclosure documents required to be provided at time of recommendation and/or at the time of application in their entirety as required by law. This includes, but is not limited to, any buyer's guides, policy summaries, and illustrations.

Rebating and Inducements

Rebating is prohibited. You may not pay any portion of a client's or contract owner's premium or provide anything of value to such individuals in exchange for either the purchase of a contract or in an effort to retain a contract. Fraternal benefits may not be used as an inducement to purchase or retain a product. Most states have laws prohibiting unfair inducements; Thrivent supports full compliance with such laws.

Regulatory, Criminal, and Court Actions

Most state insurance departments require timely notification (ranging from immediate notice to notice within 30 days, depending on the state), by the producer, of any administrative, regulatory, criminal (misdemeanor or felony charges or actions), and certain other court actions. Thrivent's Compliance department must also be notified immediately by sending an email to mailto:BoxTICompliance@Thrivent.com.

Sales Outside the United States

Thrivent is licensed in all fifty (50) states and the District of Columbia. It is not licensed in other U.S. territories or in foreign countries. Not all products are available in all states. Producers may only solicit Thrivent's products to U.S. citizens residing and physically located in the United States, in states that have approved the policy form to be solicited.

Servicing

Insurance and annuity products are long-term contracts. Producers are expected to provide regular and timely service on in-force business.

Signatures

Signatures must be handled with integrity and in accordance with all applicable policies, procedures, and laws and regulations.

Prospect and client signatures must be genuine and must be obtained after the application or form has been completed. Prospects and clients may not be asked to, or allowed to, sign blank documents. Prospects, clients, and producers may not sign forms on behalf of another individual, even if one party instructs the other party to do so. Further, producers may not allow a family member or third party to sign applications or forms on the client's behalf, unless a valid power of attorney authorizing such is in place. If you sign on behalf of an applicant, your appointment will be terminated.

Electronic Signatures

Where Thrivent has permitted you, in writing, to use electronic signatures, you are required to comply with the terms of use and compliance requirements Thrivent has provided, potentially including:

- Consent to do business electronically;
- Audit log & signature authentication; and
- Record retention.

Use of your own email address or telephone number in the place of the client or signor's could result in rejection of the application and could result in termination of your appointment.